



DOCKET NO. NNH-CV15-6054684-S : CONNECTICUT SUPERIOR COURT

CRYSTAL HORROCKS, ET AL : JUDICIAL DISTRICT OF
NEW HAVEN

v. : AT NEW HAVEN

KEEPERS, INC., ET AL : MARCH 20, 2023

PLAINTIFFS' OBJECTION TO DEFENDANT KEEPERS, INC.'S MOTION TO DISMISS

Plaintiffs Crystal Horrocks et al hereby object to the Defendant Keepers, Inc.'s Motion to Dismiss (JIS #162.00, 3/1/23). The Court should sustain Plaintiffs' objection and deny the motion to dismiss by Defendant Keepers, Inc.

Plaintiffs apologize for the length of this objection, but at this point, Plaintiffs so tire of the conduct of Defendant Keepers, Inc. throughout the years of this litigation that they want to leave nothing to chance. Plaintiffs have endured much, and continue to be misled, subjected to dubious litigation tactics and stonewalled in their attempts to collect. Plaintiffs want to be sure there is an accurate and precise record of exactly what happens in this litigation. Plaintiffs are certain that if they win a turnover order, Defendant Keepers, Inc. will appeal for yet another delay.

I. A Brief Factual and Procedural History

As this case enters its the eighth year of litigation, Plaintiffs finally reduced their claim to a final judgment January 17, 2023 when the Connecticut Supreme Court denied the Defendant's spurious, dilatory petition for writ of certiorari. JIS 147.00.

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Although Defendant Joseph Regensburger remains mired in a Ch. 7 bankruptcy petition swarming with problems (see 20-50868, and 22-05033, where the U.S. Trustee has moved to deny him a discharge in a 35-count complaint alleging fraud and obstruction), collection is appropriate since there is no automatic stay since he filed two bankruptcies in less than twelve months.

Thus Plaintiffs have focused their collection efforts on Defendant Keepers, Inc. and its place in a hydra-like corporate enterprise of commingled assets, identical ownership and fraud and obstruction. Plaintiffs filed for and received a financial institution execution at 150.00 and 150.10. While Plaintiffs have tried to execute against its assets, they have had no luck.¹

Testimony and documentary evidence procured in Defendant Regensburger's bankruptcy show that this bank execution is a fool's errand, since Keeper's takes its weekly receipts and deposits the money directly into a cash holding bank account controlled by Majestic Management, LLC. See 153.00 ¶¶13-15.

Plaintiffs, as post-judgment creditors, moved for a turnover order against third parties like Majestic Management, LLC and others as holding assets of Keepers, Inc. See

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¹ Plaintiffs sent Keepers, Inc. post-judgment interrogatories dated August 17, 2021, which were returned as undeliverable. Plaintiffs used Keepers, Inc. address of 520B Success Avenue, Stratford, CT, from the Secretary of the State's website. However, the Post Office returned the mail to undersigned. On March 20, 2023, Plaintiffs' undersigned sent these directly to Keepers, Inc.'s counsel. While Plaintiffs have not engaged in full post-judgment discovery with Defendant Keepers, Inc., Plaintiffs have little confidence this post-judgment discovery process will produce much usable information, given Keepers, Inc.'s dishonest conduct in this case.



JIS 152.00, 153.00, and 155.00. Plaintiffs argue in part that some of these third parties that are indistinguishable from Keepers, Inc.

At 156.00, Plaintiffs withdrew a faulty proposed order for hearing and notice at 154.00, and Plaintiffs replaced it with a new order at 155.00, which the Court clerk signed at 158.00. Plaintiffs filed the return of service showing this valid order was served on all parties in the Motion and Order, 161.00. Service was timely made, yet none of the other parties have appeared.

Now Defendant Keepers, Inc. has moved to dismiss this motion for turnover order, seemingly on behalf of some of the third parties, and without providing any certain grounds for this motion to dismiss.

For the reasons that follow, this Court should ignore Defendant Keepers, Inc.'s hand-waving in its motion to dismiss the motion for turnover order and sustain Plaintiffs' objection.

II. Turnover Orders Can Be Used to Prosecute Veil Piercings and UFTA Claims

Defendant Keepers, Inc. hides its own assets, refuses to pay the judgment, and now asks the Court to prevent Plaintiffs from reaching assets held by third parties on behalf of the judgment debtor.

The Court should jettison this implausible, ludicrous position that Plaintiffs cannot use the UFTA to effectuate a turnover order against a third party. This is not rocket science. This is a standard collection device. The Court should hold arguments on this Motion to Dismiss, and then allow Plaintiffs the ability to schedule arguments on

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the post judgment motion for turnover order, as in *Welsh v. Martinez*, 2018 Conn. Super. LEXIS 334 at *5-*6 (February 13, 2018). “The law of turnover orders is entirely statutory . . . These statutes have not been extensively litigated.” *Id.* at *6.

But there is a significant history supporting Plaintiffs’ position here for a post-judgment hearing on third parties holding and hiding assets for debtors. See *Great Country Bank v. Dietter*, Docket No. CV910324140, 2003 Conn. Super. LEXIS 320, at *5-6 (Super. Feb. 6, 2003)(“The Cadle Company, a creditor of Catherine Ahern, seeks a turnover order against her under the Uniform Fraudulent Transfer Act (UFTA), General Statutes §§ 52-552a”.)

Welsh indicated the burden on proving an exemption is on the party claiming a statutory exemption to execution. *Welsh*, at *7 (citing Conn. Gen. Stat. 52-352b, Exempt Property). Keepers here makes no such objection, as the defendant and third parties in *Welsh* did.

Great Country Bank v. Ogalin, 168 Conn. App. 783 (2016) contains similar helpful precedent. At a post-trial hearing on a turnover order, which is what the Plaintiffs seek here, the Court ruled in favor of the turnover order for the creditor. The debtor appealed and lost. So does *People’s Bank v. Westview Dev. Corp.*, 2000 Conn. Super. Lexis 3193 (Nov. 2, 2000). There, the factual history of the collection shows how, in a post-trial, post-judgment collection posture, the plaintiff filed a motion for turnover order alleging debtor held a porcelain collection worth \$125,000. *Id.* at *2. An execution came up empty handed, and the debtor objected to the turnover order. *Id.* The Court

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held a full evidentiary hearing, and ruled for the plaintiff, which received the porcelain collection. *Id.*

Nor is Keepers' objection like the one in *Chi. Title Ins. Co. v. Maynard*, 2019 Conn. Super Lexis. 2661 (Oct. 1, 2019), where a Court upheld an objection to a turnover order because a personal injury claim was not property subject to transfer. Plaintiffs here seek cash that Keepers, Inc. transferred to Majestic Management and any other Curcio-controlled entities. The cash happens to be held by the municipality of Stratford.

There are no abstract property interests at issue here. Plaintiffs have the right to have an evidentiary hearing with witnesses to determine how much Majestic Management and other companies hold in cash assets of Keepers, Inc. and to order those parties to turn the funds over to Creditors.

In *Great Country Bank v. Deitter*, Cadle Co. won a post-judgment turnover order against a third party, exactly as Plaintiff creditors seek to do here in a post-judgment context. Keepers' opinion that Plaintiffs lack the standing to do what other creditors have done in similar post-judgment contexts is misplaced and unreliable. In *Great Country Bank v. Deitter*, creditor Cadle Co. sought to undo a cash transfer made by a debtor to buy property to hide assets.

"[T]he principle upon which in such cases the creditor may have redress by garnishment, is that the transfer, being fraudulent, *is as against a creditor void*; and although the title may pass to the fraudulent grantee as between the parties, yet, as against a creditor, the grantee may be treated as mere trustee and bailee of the goods."

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(Emphasis in original, internal quotations and citations omitted). *Great Country Bank v. Deitter*, at *6-7.

Great Country Bank v. Deitter undid the entire transaction in a post-judgment context to allow the creditor to access the funds to satisfy its judgment.

“The [UFTA] is ‘designed to protect creditors. It allows creditors to have a court void a fraudulent transfer if it was a sham or to hide assets.’ 34 H.R. Proc., Pt. 14, 1991 Sess., p. 5355, remarks of Rep. Mintz.” *National Loan Investors, L.P. v. World Properties*, Superior Court, complex litigation docket at New Britain, Docket No. X03 CV 98 0491738, 2002 Conn. Super. LEXIS 2261 (June 27, 2002, Aurigemma, J.) (32 Conn. L. Rptr. 488, 491). In the present case, the fraudulent transfer is void, and the \$70,000 therefore remains the property of Catherine Ahern.

Great Country Bank v. Deitter, at *7.

This is an application for a turnover order to enter against third parties holding assets of Keepers and its partners in fraud. The *reductio ad absurdum* here prevents Creditors from doing any post-judgment collection work if the judgment debtor objects. Keepers’ position is not supported by turnover order precedent, like in *Customers Bank v. CB Assocs.*, 156 Conn.App. 678, 694 (2015), where the Appellate Court matter of factly wrote about post-judgment proceedings like an application for an order in aid of execution and a motion for turnover order.

Plaintiffs’ motion for turnover order should head to a full evidentiary hearing.

III. Defendant Keepers, Inc. Has No Standing to Object

Defendant Keepers, Inc. is not aggrieved by this motion for turnover order.

The judgment debtor lacks standing to object on behalf of the other entities Plaintiffs’ served, unless the judgment debtor speaks on their behalf, in which case,

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Plaintiffs' case for commingling of assets has been made. Nor can Keepers object that is does not owe money or that Plaintiffs cannot engage in post-judgment collection activities.

Under Fed. R. Civ. P. 69, a turnover order can be used as a vehicle to pierce a corporate veil. See *Cordius Trust v. Kummerfeld*, 2007 U.S. Dist. LEXIS 63422 at *15 (S.D.N.Y. Aug. 29, 2007) ("On March 25, 2003, Cordius moved pursuant to Rule 69, Fed. R. Civ. P., for the issuance of a writ of execution and turnover order piercing the corporate veil of KAI and rendering Kummerfeld's assets amenable to attachment to satisfy the April 2000 Judgment.") This post-judgment petition was tried to a jury. *Cordius Trust v. Kummerfeld*, 2008 U.S. Dist. LEXIS 118964, at *6 (S.D.N.Y. Jan. 25, 2008). See also *Levine v. Brown*, Docket No. 15-CV-1738 (JMF), 2020 U.S. Dist. LEXIS 19473, 125 A.F.T.R.2d (RIA) 2020-775 (S.D.N.Y. Feb. 4, 2020) (granting a motion for turnover order against a debtor's alter ego); *Advanced Video Technologies LLC v. HTC Corp.*, 2019 U.S. Dist. LEXIS 138394, at *17 (S.D.N.Y. Aug. 12, 2019) (denying Advanced Video Technologies ("AVT") motion to dismiss a motion for turnover order advancing a theory to hold AVT's principals jointly and severally liable for damages under a 'piercing the corporate veil' theory.)

In *Advanced Video Technologies*, N.Y. C.P.L.R. Law § 5225(b) (Consol., Lexis Advance through 2023 released Chapter 1) allowed the movant creditor HTC to establish the debtor AVT had alter egos, and that could entitle HTC to a turnover order against the alter egos. Connecticut statute allows for the same.

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In the United States Bankruptcy Court for the Western District of Michigan, a veil piercing turnover order was appropriate under Section 542 of the U.S. Bankruptcy code where debtors abused the corporate form.

It is difficult to imagine a better example of commingling of assets and functions and of the flagrant disregard of corporate forms than as here demonstrated by the bankrupt. One gains the distinct impression that the bankrupt held up the veils of the fourteen collateral corporations primarily, if not solely, for the benefit of the tax gatherer, but otherwise completely disregarded them. Even Salome's [veil] could not have been more diaphanous. On these facts, we are convinced that the claims of individual corporate entities advanced for the Affiliates and Realty are 'without color of merit, and a mere pretense.'

In re Cyberco Holdings, Inc., 431 B.R. 404, 419 (Bankr. W.D. Mich. 2010).

Closer to home, "Connecticut courts have also allowed post judgment proceedings against parties not named in the original judgment and found these parties liable on a prior judgment based on reverse piercing and piercing the corporate veil."

McCarthy v. State Five Industrial Park, Docket No. CV054015888, 2006 Conn. Super.

LEXIS 757, at *5 (Super. Mar. 15, 2006). *McCarthy* cited to *Litchfield Asset Management*

Corp. v. Howell, 70 Conn.App. 133, 147-59, 799 A.2d 298 (upholding lower court order

that reverse pierced corporate veil to enforce foreign judgment), cert. denied, 261

Conn. 911, 806 A.2d 49 (2002) and *Davenport v. Quinn*, 53 Conn.App. 282, 300-03, 730

A.2d 1184 (1999) (upholding lower court order that pierced corporate veil to enforce

default judgment).

Defendant Keepers, Inc. has no factual or legal basis to warrant a dismissal, and Plaintiff's objection should be sustained.

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IV. Plaintiffs have Additional Evidence Regarding Commingling of Assets

Plaintiffs in their memorandum (153.00) alleged fraud, which puts the UFTA into play here. Plaintiffs did not plead all the evidence of fraud they have, as new (and older) evidence about this ongoing duplicity continues to emerge.

For example, Plaintiffs pled that Keepers deposits money into a cash holding account with Majestic Management, LLC, controlled by Gus Curcio. See 153.00, ¶16, ¶13. Plaintiffs' undersigned recently recalled that on February 11, 2021, Majestic Management, LLC agent Gus Curcio swore under penalty of false statement in Post Judgment Remedies Interrogatories (JD-CV-23) that Majestic Management held no assets of Keepers, Inc. A true and correct copy of this executed Post-Judgment Interrogatory form is attached as Exhibit 17 (in continuation from the Memorandum Exhibit numbering). According to the sworn testimony provided in Plaintiffs' Memorandum at 153.00, this is not true, and Mr. Curcio must answer for this alleged fraud. Plaintiff deserves to be able to put all these witnesses under oath again in this forum and show the Court how Mr. Curcio manages Keepers, Inc. money so as to hinder Creditors in this case.

The Court cannot ignore Mr. Curcio's clear role as mastermind of this entire scheme, which is not merely to subvert wage and hour laws, but to exploit corporate forms and the legal system to avoid paying a judgment. Mr. Curcio has repeatedly sent emails directly to undersigned counsel demonstrating he has the authority to negotiate and settle this matter on behalf of Keepers.

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For example, on March 7, 2023, Mr. Curcio sent to undersigned at attorney@kenkrayeske.com an email from his address SR@bluerose1.com a letter with a settlement proposal. Mr. Curcio signed this settlement proposal along with his wife, Julia Kish Curcio, the reported president of Keepers, Inc. since 2015. A true and correct copy of this email and letter is attached as Exhibit 18.

While Mr. Curcio continuously denied throughout Exhibit 18 his accountability for the judgment against Keepers, he signed the proposal in his individual capacity. Plaintiffs make clear to the Court that this is a post-judgment proceeding, and Plaintiffs have made no agreement of confidentiality of settlement proceedings, Mr. Curcio is represented, but chose to send the settlement proposal directly to undersigned without his counsel involved, and Mr. Curcio made no demand of confidentiality. The settlement proposal demonstrates that Mr. Curcio has apparent authority to act on behalf not just Keepers, Inc., but on behalf of straw man Joseph Regensburger. Mr. Curcio explicitly demanded in Exhibit 18 that Plaintiff Creditors cease their pursuit in Mr. Regensburger's bankruptcy (20-50868) of Attorney Bellis for malpractice.

Undersigned rejected the settlement proposal in an email directed to Attorney Jonathan Klein of Parlatore Law Group on March 8, 2023. A true and correct copy of this is attached as Exhibit 19. While Attorney Klein does not have an appearance in this file, undersigned has been instructed by Attorney Bellis that for purposes of settlement in this matter, all correspondence should be addressed to Attorney Klein, as Attorney Bellis is only making the arguments before this Court.

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Plaintiffs' counsel made clear in Exhibit 19 that Mr. Curcio attempts to play this both ways, claiming he is not responsible for the judgment, yet also sending settlement proposals in his own name.

In response to the Plaintiffs' rejecting this settlement offer, Mr. Curcio sent another email to undersigned dated March 10, 2023 entitled "Dog With a Bone." A true and correct copy of this email is attached herein as Exhibit 20. This cryptic email contains only an Aesop's fable that Mr. Curcio's ancestors apparently told him, in reference to Plaintiffs' rejection of his settlement proposal. Mr. Curcio's control of Keepers, Inc. is so complete he even develops and executes strategies to taunt Creditors as being too greedy for their own good.

Defendant Keepers motion to dismiss is filed in the same vein as Mr. Curcio's Aesop's fable email and should be denied.

V. Keepers Does Not Argue Correct Law or Facts in its Motion to Dismiss

Just as it did before the Appellate Court and the Supreme Court, Keepers makes ridiculous arguments to delay Plaintiff judgment creditors efforts to collect. Keepers argues incorrect facts, and law not on point.

For example, Keepers cites *Standard Tallow Corp v. Jowdy*, 190 Conn. 48 (1983) for jurisdictional requirements (162, P1) on this post-judgment motion. But *Standard Tallow* is an *International Shoe v. Washington*, 326 U.S. 310 (1945) case about exercising long-arm jurisdiction over an out-of-state guarantor. This is not about requisite contacts with the forum. All of these entities are Connecticut companies.

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If, as Keepers asserts, that Plaintiffs lack standing to engage in post-judgment collection matters like a motion for turnover order, Plaintiffs have a worthless judgment and all the post-judgment remedies in the world have no meaning.

Plaintiffs here are not complaining about enforcement of a mortgage as in *McKay v. Longman*, 332 Conn. 394 (2019). In *McKay*, a judgment creditor filed an eight count complaint complaining of fraudulent transfers after domesticating a \$3 million judgment in Connecticut. While that case indicates Plaintiffs may have to file a separate action, Plaintiffs maintain a turnover order is a proper forum. More importantly, the creditor lacked standing to challenge a mortgage between the debtor and a third party. Plaintiff here is seeking to capture monies that debtor Keepers, Inc. pays to third parties.

The Town of Stratford is not a bank holding a mortgage. Nor do Plaintiffs seek to undo the settlement between Stratford and the entities at issues. Plaintiffs just want the money that Gus Curcio and his corporate empire tries to hide.

Next, Defendant incorrectly argued Plaintiff creditors withdrew the motion and memorandum (162.00, P3). Note Defendant did not refer to specific pleadings by their numbers, but threw lofty words without identifying features to confuse. But, as Plaintiffs indicated in Section I, *supra*, the withdrawal was inconsequential as it has been corrected.

Keepers addresses none of the claims in JIS 153.00. Plaintiffs have laid out a clear case, and produced checks to cash from Keepers within the four-year look back window worth \$13,150.00 (Ex. 15). Plaintiffs have more checks they did not submit to the Court totaling thousands more. Defendant's argument that the evidentiary basis of the motion

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should have been tried in the underlying action. Plaintiffs, in October 2019, when they learned of the level of corruption of the corporate form and obfuscation of the truth by Defendants in this case, filed with the arbitrator a motion to join Gus Curcio, Julia Kish Curcio and Dahill Donofrio. Defendants strenuously objected to, saying Plaintiffs sullied the good name of Mr. Curcio, and the arbitrator denied to motion to join. Now Keepers again rejects Plaintiffs attempt to collect on its judgment.

Defendant Keepers provides no law in support of its proposition that the Court lacks jurisdiction to hear a UFTA claim in a post-judgment action. Defendants claim that Plaintiffs need to present clear and convincing evidence, which Plaintiffs have done and will do with the mountains of testimony obtained in Regensburger's bankruptcy.

Defendant Keepers somehow with a straight face argues that Plaintiffs did not claim Keepers transferred assets to a third party. Plaintiffs alleged through sworn testimony in ¶13 (JIS 153.00), that Keepers, Inc. deposits its weekly receipts in the Majestic Management, LLC bank account. Plaintiffs did not merely state a theory of alter ego, as Keepers incorrectly argues. Plaintiffs present to this Court transfer of significant assets – weekly income – as a long-standing business practice calculated to hide assets from creditors like Plaintiffs.

Keepers demands the evidentiary basis in 153.00 to have been tried in the underlying wage and hour action in arbitration. This cynicism cannot re-litigate the arbitration. Plaintiff creditors come to this Court in a post-judgment proceeding. Plaintiff Creditors sought to join Gus Curcio and Julia Kish and Dahill Donofrio in the arbitration and Defendant Keepers objected, and the arbitrator refused to bring in new defendants.

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With that door in arbitration closed, Plaintiff was left to post-judgment proceedings to collect on a debt.

VI. This Court is the Best Forum For this Portion of the Dispute

This is the best forum for Defendant Regensburger and his counsel to confront the fraud foisted upon this Court arising from Regensburger's admitted role as a straw man owner of Keepers, Inc. for Mr. Curcio. The Court that confirmed the arbitration award should have jurisdiction over the conduct of the Defendants in the underlying matter. Plaintiffs in 153.00 pled that Regensburger in the arbitration claimed to be the owner of Keepers, Inc., but in his bankruptcy he testified he was just a front man. Plaintiff's undersigned filed this testimony in the bankruptcy (ECF 124, 20-50868, Nov. 5, 2021), as part of a motion for a Rule 2004 examination of Attorney Bellis.

Attorney Bellis filed his bankruptcy appearance Nov. 17, 2021 (20-50868, ECF 139, ECF 140). He is charged with knowledge of what is filed on the docket. That Motion for Rule 2004 Examination of Bellis argued Regensburger's Bankruptcy Estate may have a cause of action for malpractice against Attorney Bellis because he failed to assert the defense available to Mr. Regensburger under *Butler v. Hartford Technical Institute*, 243 Conn. 454, 463 (1997).

Butler held individual liability for wage and hour decisions falls on the person responsible for making them. Mr. Regensburger's testimony in bankruptcy changed his position from the arbitration and he now says he was a front man who did not set the terms of employment. If true, he had no liability here, and the judgment is against the

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wrong party. After learning of Regensburger's apparent perjury, Attorney Bellis still argued to the Appellate Court and Supreme Court that Regensburger was the party responsible for making employment decisions at Keepers.

Assuming Mr. Regensburger's testimony in bankruptcy is true (and Kent Wahlberg and Cheryl Schede seem to back up the straw man testimony), then Keepers, Inc. had to know Regensburger was not the proper party. But Keepers, Inc. offered him up in this litigation as a sacrificial lamb, and now Keepers, Inc. stands before this Court arguing the turnover order is improper. Keepers' inequitable conduct must stop. A party with hands this unclean in this litigation should not have the right to complain about anything creditors are trying to do.

If Mr. Regensburger was not the real party, he and his lawyer and Keepers, Inc. had an obligation to set the record straight. Instead, they all let a judgment enter against Regensburger knowing he was an empty pocket, and Regensburger filed bankruptcy to avoid the judgment as well.

The coordinated silence on this issue of Keepers' real ownership throughout five years of litigation may mean parties committed civil fraud by conspiring to hide the true nature of Regensburger's straw-man position. Plaintiffs have not pled this conspiracy to commit civil fraud here, but may have to elsewhere. Defendant Keepers said in the objection that Plaintiffs should bring a lawsuit, and they may be forced to. But Plaintiffs should not have to spend another \$400.00 on entry fees to attempt to collect on this judgment through a motion for turnover order combined with a UFTA claim. This is a proper post-judgment procedure.

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Should Plaintiffs prevail on this Motion to Dismiss, Plaintiffs will move for additional Attorneys' Fees under Connecticut General Statutes § 52-400c(3), which states, in relevant part: "In the discretion of the court, a reasonable attorney's fee may be allowed to the prevailing party (3) for counsel at any other hearing that is reasonable and necessary for the enforcement of rights pursuant to a postjudgment procedure that is held on a claim or defense that the court determines was made for the purpose of harassment or solely for the purpose of delay." See *Fleet Bank of Conn., Inc. v. Kucza*, 2011 Conn. Super. LEXIS 1591 at *10 (June 28, 2011)(sanctions awarded for defendant's repeated attempts to mislead the plaintiff and the court as to identity and responsibility for judgment).

This Motion to Dismiss is part of Keepers, Inc.'s long-running campaign to make a mockery out of the judicial system and avoid paying this judgment.

VII. Plaintiffs Cannot Attach Keepers' Liquor To Pay for the Judgment

In another fallacy, Keepers wrongly suggests that Plaintiffs can levy Keepers' alcohol (Def. Mo., P7). Under the relevant Connecticut Liquor Control Commission regulatory scheme administered by the Connecticut Department of Consumer Protection, Plaintiffs cannot simply have a marshal seize the booze at the club.

Plaintiffs have considered applying for a receivership to run Keepers, Inc. to divert the cash profits from the club to satisfy the judgment. However, Plaintiffs would have to serve the Liquor Control Commission, and any receivership would be terminated within a year (or sooner) according to C.G.S. §30-14(c).

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Keepers, Inc. seems likely to lose its liquor license anyways under the Liquor Control regulatory scheme at C.G.S. §52-400e² or C.G.S. §30-47(a)(1) for failure to pay the judgment within six months. Similar precedent exists, where failure to follow labor laws resulted in the Liquor Control Commission revoking a liquor permit. *Larry Livingston v. Dept. of Consumer Protection*, 2008 Conn. Super. LEXIS 2709 *; 2008 WL 4925848.

Finally, Plaintiffs note that an ad in the *Connecticut Post* from Friday, March 17, 2023 published notice of an application for a liquor permit at 354 Woodmont Avenue in Milford, CT by Tricia Bucci of Bucci Innovations LLC. This ad is published online and Plaintiffs request the Court take judicial notice of its posting.³ The ad indicates that entertainment at the establishment will include Disc Jockeys, Live Bands and Exotic Dancers.

This is the address where Keepers, Inc. conducts business, and exotic dancing is Keepers, Inc.'s business. Tricia Bucci is a plaintiff in the *ATM's Unlimited* litigation in Exhibit 1, in JIS 153.00. Specifically, in Gus Curcio's affidavit (Ex. 1, P11, ¶11), he swore

² C.G.S. §52-400e. Failure to pay judgment as basis for revocation, suspension or refusal to grant or renew license of licensed business. Whenever a judgment in a civil action which relates to activities for which a license is required has been rendered against a business which is licensed by a state or local licensing authority and which remains unpaid for one hundred eighty days after receipt by the judgment debtor of notice of its entry and the judgment has not been stayed or appealed, the state or local licensing authority shall consider such failure to pay, if deliberate or part of a pattern of similar conduct indicating recklessness, as a basis for the revocation, suspension or conditioning of, or refusal to grant or renew such license. Nothing herein shall be construed to preempt an authority's existing policy if it is more restrictive.

³ <http://ct.mypublicnotices.com/PublicNotice.asp?Page=PublicNotice&AdId=5414300>

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under oath “I am the husband of Plaintiff Julia Kish Curcio and a business associate of Plaintiffs Tricia Bucci”. Bucci is in league with Mr. Curcio, and this liquor permit application simply shows Mr. Curcio lays the groundwork for a new liquor permit at that address assuming the eventual loss of the liquor license held by Keepers.

Plaintiffs fight a multi-headed that will do everything in its power to avoid this judgment, including set up another straw man for a liquor license to run an exotic dance club under a different name.

IV. Conclusion

The Defendant’s motion to dismiss should be denied and Plaintiffs’ objection sustained. Plaintiffs should be allowed to proceed to a hearing on their motion for permission to levy.

CRYSTAL HORROCKS, ET AL
THE PLAINTIFFS

BY _____/s/_____
Their attorney
Kenneth J. Krayeske, Esq.
BBB Attorneys, LLC
3651 Main Street, Suite 200
Stratford, Connecticut 06614
(203) 562-0900
FAX: (203) 562-8902
Juris # 433193
attorney@kenkrayeske.com

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CERTIFICATION

I certify that a copy of this document was mailed or delivered electronically or non-electronically on March 20, 2023 to all attorneys and self-represented parties of record.

Stephen Bellis
Pellegrino Law Firm
475 Whitney Avenue
New Haven, CT 06511

A.Paul Spinella, Esq.
Spinella & Associates
One Lewis Street
Hartford CT 06103

_____/s/_____
Kenneth J. Krayske, Esq.

**ATTORNEYS &
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EXHIBIT 17

**POST JUDGMENT REMEDIES
INTERROGATORIES**

JD-CV-23 Rev. 11-10

Gen. Stat. §§ 52-321a, 52-351b, 52-352b,
52-361a, 52-361b, 52-400a, 52-400c

**STATE OF CONNECTICUT
SUPERIOR COURT**
www.jud.ct.gov



Form JD-CV-23a must be attached to this form

<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session <input type="checkbox"/> Geographical Area number		At NEW HAVEN	Docket number NNH-CV15-6054684-S
Address of court (Number, street, town, and zip code) 235 CHURCH STREET, NEW HAVEN, CT 06510			
Date of judgment OCTOBER 2, 2020	Original amount of judgment \$201,541.00	Amount due on the judgment \$201,541.00	
Name of creditor (Person or business judgment is for) KENNETH J. KRAYESKE LAW OFFICES	Address of judgment creditor (Street and town) 255 MAIN STREET, 5TH FL., HARTFORD, CT 06106		
Name of judgment debtor (Person or business judgment is against) KEEPERS, INC.	Address of judgment debtor (Street and town) 354 WOODMONT ROAD, MILFORD, CT 06460		
Name and address of person believed to have assets of judgment debtor (If applicable) MAJESTIC MANAGMENT, LLC - 520 B SUCCESS AVENUE, BRIDGEPORT, CT			
Date interrogatories were served (Delivered)	Name and address of person that interrogatories must be returned to KENNETH J. KRAYESKE LAW OFFICES, 255 MAIN STREET, 5TH FL., HARTFORD, CT 06106		

Instructions To:

Judgment Creditor:

Put an "X" in the box next to the questions to be answered on form JD-CV-23a that is attached to this form.

Person who received interrogatories:

Answer the questions indicated by an "X" on form JD-CV-23a that is attached to this form. You must give information that you have about the assets of the judgment debtor up to an amount clear enough to satisfy the judgment indicated by the "Amount due on the judgment" above. Place your answers in the space provided on the form. If you need more space to answer the questions, use the space on the back of form JD-CV-23a or attach additional sheets to this form.

Notice

Do not file the interrogatories, the notice of interrogatories or the objections to the interrogatories with the court.

The person who received these interrogatories must answer and return them within 30 days of the date of their service (delivery) to the person named above.

If the person who received these interrogatories does not answer and return them within 30 days or does not within 30 days disclose assets of the judgment debtor that are enough for execution, or if the person who received the interrogatories objects within 30 days, the judgment creditor may ask the court for additional discovery orders that may be necessary to make sure that disclosure is made including (1) an order for compliance with the interrogatories or (2) an order authorizing additional interrogatories. The judgment creditor may ask for and get discovery, including the taking of depositions, from any person served with interrogatories under the procedures for discovery in civil actions without the court ordering it. The court may order additional discovery as justice requires. If the person asked for discovery does not disclose the judgment debtor's assets, that person may be held in contempt of court. Attorney's fees may be allowed for counsel at a contempt hearing necessary to enforce a court order and for counsel at any discovery hearing required because these interrogatories were not answered.

Notice Of Rights To Person Served

- Under Section 52-351b of the General Statutes, you must disclose information about the amount, nature and location of the judgment debtor's assets up to an amount clearly enough in value for full satisfaction of the judgment with interest and costs.
- Under subsection (d) of Section 52-351b of the General Statutes, any party who must disclose information about the judgment debtor's assets may apply to the court to be protected from annoyance, embarrassment, oppression or undue burden or expense.
- Certain personal property of the judgment debtor is exempt from execution (cannot be used to satisfy judgment). The following list is a description of common types of property that are exempt from execution from a judgment debtor who is a natural person. (Section 52-352b of the General Statutes).
 - Apparel, bedding, foodstuffs, household furniture and appliances that are needed by the judgment debtor to live;
 - Tools, books, instruments, farm animals and livestock feed that are needed by the judgment debtor in the course of his or her occupation, or profession, farming operation or farming partnership;
 - Public assistance payments and any wages earned by a public assistance recipient under an incentive earnings or similar program;

(Continued on page 2)

- (d) Health and disability insurance payments;
- (e) Health aids that are needed by the judgment debtor to work or to keep healthy;
- (f) Worker's compensation, social security, veterans and unemployment benefits;
- (g) Court approved payments for child support;
- (h) Arms (weapons) and military equipment, uniforms or musical instruments owned by any member of the militia or armed forces of the United States;
- (i) One motor vehicle worth up to \$3,500.00. The value of the motor vehicle must be determined as the fair market value of the motor vehicle minus the amount of all liens and security interests which are on it;
- (j) Wedding and engagement rings;
- (k) Residential utility deposits for one residence and one residential security deposit;
- (l) Any assets or interests of a judgment debtor in, or payments received by the judgment debtor from, a plan or arrangement described in Section 52-321a of the General Statutes, including, but not limited to, certain trust or retirement income or certain retirement, education, or medical savings accounts;
- (m) Alimony and support, other than child support, but only to the extent that wages are exempt from execution under Section 52-361a of the General Statutes;
- (n) An award under a crime reparations act;
- (o) All benefits allowed by any association of persons in this state to support any of its members that are incapacitated by sickness or infirmity from attending to his or her usual business;
- (p) All moneys that are owed to the judgment debtor from any insurance company on any insurance policy on exempt property, up to the same amount that the property was exempt;
- (q) Burial plot for the judgment debtor and his or her immediate family;
- (r) Transfers of money that cannot be taken back (revoked) to an account held by a debt adjuster licensed under Sections 36a-655 to 36a-665 of the General Statutes for the benefit of creditors of the judgment debtor;
- (s) Any interest of the judgment debtor in any property worth not more than \$1,000.00;
- (t) Any interest of the judgment debtor worth not more than \$4,000.00 in any accrued dividend or interest under, or loan value of, any unmaturing life insurance contract owned by the judgment debtor under which the insured is the judgment debtor or is an individual who the judgment debtor is a dependent of; and
- (u) The homestead (home) of the judgment debtor worth not more than \$75,000.00, or, in the case of a money judgment arising out of services provided at a hospital worth not more than \$125,000.00, the value must be determined as the fair market value of the real property minus the amount of any statutory or agreed on (consensual) lien which is on the property.

INSTRUCTIONS

JUDGMENT CREDITOR: Complete Name of Case and Docket No., put an "X" in the box next to the items to be answered.

PERSON SERVED WITH INTERROGATORIES: Answer the questions indicated by ☒. You must disclose assets of the judgment debtor up to an amount clearly sufficient to satisfy the judgment indicated by the "Amount Due Thereon" on the attached form JD-CV-23. Place answers in space provided on this form. If you need more room to answer these questions, use the space on page 2 of attached form JD-CV-23 or attach additional sheets. You must answer the questions and return them to the person named on attached form JD-CV-23 within thirty days of the date of service.

NAME OF CASE HORROCKS, CRYSTAL Et Al v. KEEPERS, INC. Et Al	DOCKET NO. NNH-CV15-6054684-S
-----------------------------------------------------------------------	-----------------------------------------

I. JUDGMENT DEBTOR

<input checked="" type="checkbox"/> STATE YOUR NAME, ADDRESS, AND TELEPHONE NO. KENNETH J KRAYESKE LAW OFFICES, 255 MAIN STREET, 5TH FLOOR, HARTFORD, CT 06105

- ☐ Are you presently employed? ☐ NO ☐ YES (If yes, complete the information below)

NAME, ADDRESS, AND TELEPHONE NO. OF YOUR EMPLOYER
YOUR JOB TITLE OR POSITION
NAME, ADDRESS OF EACH BOOKKEEPER, PAYROLL CLERK OR OTHER PERSON HAVING RECORDS OF SALARIES OR OTHER SUMS OF MONEY PAID TO YOU BY YOUR PRESENT EMPLOYER
IF YOU RECEIVE ADDITIONAL COMPENSATION FOR OVERTIME, STATE (1) RATE OF OVERTIME PAY AND (2) THE AVERAGE NO. OF HOURS OF OVERTIME YOU WORK PER WEEK
STATE THE DATE ON WHICH YOU ARE PAID FOR BOTH REGULAR AND OVERTIME WORK

- ☐ Are you receiving any income from any source not disclosed in your answers to the foregoing questions? ☐ NO ☐ YES (If yes, complete the information below)

STATE THE SOURCE(S) OF SUCH INCOME	AMOUNT RECEIVED EACH WEEK
IF THERE ARE ANY PAYMENTS DUE FROM THE ABOVE SOURCE STATE (1) THE AMOUNT DUE AND (2) NAME AND ADDRESS OF PARTY FROM WHOM IT IS DUE	

- ☐ List all banks, savings and loan associations, credit unions or other financial institutions in which you maintain an account of any kind, giving in your answer the following: (You need only disclose assets clearly sufficient to ensure full satisfaction of the judgment with interest and costs.)

NAME AND ADDRESS OF INSTITUTION	NAME AND ADDRESS OF INSTITUTION
NAME IN WHICH ACCOUNT IS HELD	NAME IN WHICH ACCOUNT IS HELD
ACCOUNT NO.	PRESENT BALANCE (\$)
IF JOINT ACCOUNT GIVE NAME AND ADDRESS OF OTHER PERSON(S)	

- ☐ List all nonexempt personal property in which you have an interest, whether legal or beneficial, which in total value is clearly sufficient to ensure full satisfaction of the judgment with interest and costs, including but not limited to (a) cash on hand, (b) household goods and supplies and furnishings, (c) stamp and/or coin collections and other collections, (d) wearing apparel, (e) jewelry, (f) watches, (g) automobiles, (h) trucks, (i) trailers or other motor vehicles, (j) boats, motors and accessories. As to each such item of property give the precise description and location, the approximate value of such property and whether or not such property is subject to any form of security interest, lien or encumbrance. If so, state the name and address of such holder of a security interest, lien or encumbrance, the nature of the instrument evidencing the same and the amount of the instrument. (If additional space is necessary, attach a separate sheet to this form.)

- ☐ State whether any of your nonexempt personal property is in the hands of a third person. If so, describe the property involved, the person or persons so holding the property, the reason the property is so held and any consideration that may have passed therefor.

☐ List all real estate in your name which in total value is clearly sufficient to ensure full satisfaction of the judgment with interest and costs (*where possible give street address*).

☐ List your accounts receivable which in total value are clearly sufficient to ensure full satisfaction of the judgment with interest and costs giving a) the name of the party, b) the amount owed, and c) the date the debt was incurred. (*If additional space is needed, attach a separate sheet to this form.*)

II. EMPLOYER

☐ Is the Judgment Debtor employed by you? ☐ NO ☐ YES (*If yes, complete the information below*)

YOUR NAME, ADDRESS, AND TELEPHONE NO.	
EMPLOYEE'S NORMAL WORKING HOURS	EMPLOYEE'S GROSS SALARY PER HOUR, WEEK, MONTH, OR YEAR
THE DATES ON WHICH EMPLOYEE IS PAID FOR BOTH REGULAR AND OVERTIME WORK	
NAME, ADDRESS, AND TELEPHONE NO. OF THE BOOKKEEPER, PAYROLL CLERK OR OTHER PERSON WHO DISBURSES EMPLOYEE'S WAGES OR SALARY	

III. FINANCIAL INSTITUTION

☒ Does the Judgment Debtor maintain an account of any kind with your institution? ☐ NO ☐ YES
(*If yes, complete the information below. You may disclose only whether you hold funds of the judgment debtor on account and the balance of such funds if so held, up to the amount necessary to satisfy the judgment.*)

YOUR NAME, ADDRESS, AND TELEPHONE NO.	
NAME, ADDRESS, AND TELEPHONE NO. OF YOUR INSTITUTION	
ACCOUNT NO. OF EACH ACCOUNT	NAME IN WHICH THE ACCOUNT IS HELD
PRESENT BALANCE IN EACH ACCOUNT	
IF JOINT ACCOUNT, THE NAME AND ADDRESS OF THE OTHER PERSON(S)	

IV. THIRD PERSON IN POSSESSION OF JUDGMENT DEBTOR'S PROPERTY

☐ Are you in possession of nonexempt personal property belonging to the judgment debtor? ☒ NO ☐ YES
(*If yes, complete the following information.*)

YOUR NAME, ADDRESS, AND TELEPHONE NO.	
520 B Success Ave Majestic Management LLC Bridgeport CT 06610 (203) 331-8524	
DESCRIBE THE PROPERTY, THE REASON YOU ARE HOLDING IT AND ANY CONSIDERATION THAT MAY HAVE PASSED FOR YOUR HOLDING THE PROPERTY.	
LOCATION OF THE PROPERTY	

V. SIGNATURE OF PERSON COMPLETING THIS FORM OR AUTHORIZED AGENT

☒ NOTE: Interrogatories served on a judgment debtor shall be signed by such debtor under penalty of false statement.

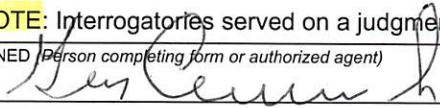
SIGNED <i>Person completing form or authorized agent</i>	PRINT NAME OF PERSON SIGNING AT LEFT	DATE SIGNED
	Gus Cyrac Sr	2/11/21

EXHIBIT 18

Subject: Letter-

From: Sr GC <sr@bluerose1.com>

Date: 3/7/23, 11:03 AM

To: "Kenneth J. Krayske" <attorney@kenkrayske.com>

Please see the attached letter

-Gus

— Attachments: —

Letter for Settlement Purposes.pdf

27.4 KB

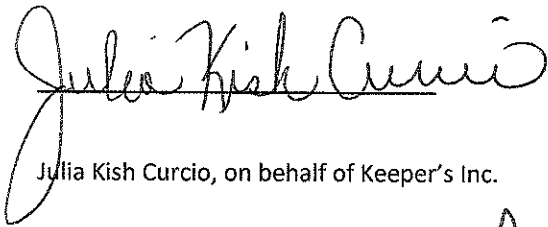
Attorney Klein forwarded your January 23rd email to me. You make no sense. I don't owe you any money. Your attempts to extort me to pay any debt could land you in jail, extortion charges are taken very seriously.

Your dedication to collecting the judgment is inspiring but it borders on insanity. Your threats and your continued effort only confirm that there are some misconceptions of who owes you the judgement from Keepers.

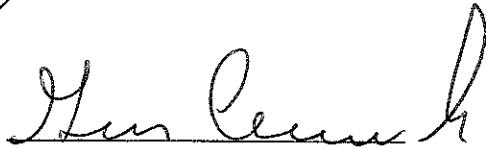
You lay out the numbers for Keeper's earnings, and assume that these are profits, but you ignore the expenses of the business. Keepers made nearly nothing in 2022. Also, you threaten the liquor permit, which is pretty shortsighted since if you put Keeper's out of business, where do you think money will come from to pay the judgment? Have you heard of BYOB, Keepers would not be needed as a tenant if there is a BYOB club.

If you think that Keeper's is a golden goose, I don't think you really want to kill it. At the risk of sounding like a broken record, I repeat that I personally am not responsible, and you will not extort me into paying the judgment.

If you want to get paid, for settlement purposes only, Keeper's Inc. is proposing again to pay \$10,000 up front, but this time adding \$700 per week, which is significantly better than the prior offer which included \$1,000 per month. This would also resolve any issues you have against Attorney Bellis and his firm. You're not going to do better than that. Take it or leave it.

A handwritten signature in cursive script, reading "Julia Kish Curcio". The signature is written in black ink on a white background.

Julia Kish Curcio, on behalf of Keeper's Inc.

A handwritten signature in cursive script, reading "Gus Curcio Sr.". The signature is written in black ink on a white background.

Gus Curcio Sr., on behalf of Gus Curcio Sr.

EXHIBIT 19

Subject: Re: Letter-
Date: Wednesday, March 8, 2023 at 2:21:46 PM Eastern Standard Time
From: Kenneth Krayeske
To: Jonathan J. Klein, Esq.
Category: Litify

Attorney Klein

Your client persists in sending me direct communication which I will only respond to through you. Again, I cannot and will not communicate with a represented party, and instead I send this to you, his counsel.

1 - Creditors reject this offer as insufficient, and again restate their demand for full payment in a lump sum, with all interest and all attorneys' fees as moved for. Keepers' dilatory litigation strategy requires we get paid in full. Anything less rewards Keepers and its illegal behavior. My clients and I deserve every penny. In Mr. Curcio's language of take it or leave it, Creditors will leave it.

2 - Mr. Curcio proposes a \$46,000 payment in the first year. That does not cover the interest that has already accrued. This judgment amasses interest at \$20k annually. I mean, this proposal is an improvement over his previous settlement offers. But he is still off by six figures in a lump sum, and needs to pay the entire judgment before July 17, 2023.

This offer is basically \$36k a year and it will take three years to start paying off the interest already accrued. Then once he hits the principal judgment, the interest grows at \$55 or so a day, so \$700 a week only covers \$230 or so in principal a week, or \$12k a year. This will take forever to payoff. It will be like seven years before it is paid, assuming Keepers remains open and assuming Keepers continues to pay on a weekly basis.

The litigation history between Mr. Curcio and Manny Moutinho suggests to me Mr. Curcio/Keeper's will likely default on this agreement and I would be a fool to tell my clients to enter into a long-term payment arrangement with someone like Mr. Curcio.

3 - If Keepers does not pay the entire judgment by July 17, 2023, I will push Liquor Control to take Keepers liquor permit. Mr. Curcio's concept of Keepers being the golden goose presumes Keepers is not forced to close by the Liquor Control Commission on any grounds at all. Should Liquor Control indicate it will yank the permit for any reason, I am prepared to file an involuntary Ch. 7 petition to preserve Keepers' assets for the creditors.

An involuntary requires two creditors. My clients and I are seven. In an involuntary Ch. 7 petition, much like with Mr. Regensburger, creditors will discover assets and causes of action held by Keepers, Inc. which would be sufficient to pay the judgment with interest. It's a fair guess that in the four-year fraudulent transfer look back window, Keepers, Inc. has engaged in creative accounting gimmicks that fit UFTA descriptions. For example, the summary judgment by JRB Holding Co., Inc. has problems, as I have outlined previously.

Mr. Curcio/Keepers will have to continue to pay attorneys' fees as we pound through more Rule 2004 exams in a Ch. 7 involuntary. And suppose the Rule 2004s create a situation where the Trustee moves to pierce the corporate veil and go straight for Mr. Curcio? I won't bore you with all the possibilities that arise from a Ch. 7 involuntary, but I am sure you can explain some to your client that I simply cannot imagine.

4 - Mr. Curcio's letter conditions this settlement agreement on Creditors dropping any action against Attorney Bellis. First, Creditors do not have the power to stop the Ch. 7 Bankruptcy trustee from pursuing assets for the other creditors of the estate, including the credit card holders and others. Obviously, Keepers paying me the entire judgment reduces the joint liability of Mr. Regensburger and reduces Attorney Bellis' liability. But I cannot control the Ch 7 Trustee, as today's withdrawal of the motion to hire me demonstrates. I am sure that this settlement proposal responds to yesterday's hearing, given the timing. I could be wrong, but I think Judge Manning does not like anything that has gone on, and is inclined to grant the Rule 2004 of Bellis should the Trustee continue to pursue these claims.

When a lawyer ghostwrites a pleading for a debtor to get out of a malpractice claim by the debtor's estate, and then the debtor tries poorly to hide the ghostwriting by adding misspellings – that is the kind of stuff that might anger a judge. While ghostwriting is not unethical in the Second Circuit, if I were Bellis I would not want this ghostwriting before a panel at the Thurgood Marshall Courthouse in lower Manhattan. The whole perjury issue that I raised yesterday presents tough questions too. Maybe a rational explanation exists, but I don't see an obvious one, and if I were the trustee, I would not let this go.

5 - Mr. Curcio sends a mixed message: he is not responsible for Keepers, yet he is the one submitting these proposals, with his signature. He can't have it both ways.

Thank you for your time and consideration, and I look forward to your email telling me when the wire for the full amount of the judgment will be placed in my client's funds account.

Regards,

KJK

KENNETH KRAYESKE

BBB Attorneys, LLC
3651 Main Street, Suite 200
Stratford, CT 06614
direct: (475) 284-2138
office: (203) 562-0900
fax: (203) 562-0902
kkrayeske@bbbattorneys.com

Wire Fraud Alert: Please contact Attorney Peter G. Billings for specific instructions regarding account information BEFORE wiring funds. If you ever receive an email appearing to be from this office indicating that the wire instructions have changed or requesting a wire transfer, please immediately contact us at (203) 562-0900, as you may be the victim of a scam.

Confidentiality: The information contained in this e-mail message is intended only for the use of the individual or entity named above and is privileged and confidential. Any dissemination, distribution, or copy of this communication other than to the individual or entity named above is strictly prohibited. If you have received this communication in error, please notify us immediately at (203) 562-0900.

----- Forwarded Message -----

Subject:Letter-

Date:Tue, 7 Mar 2023 16:03:22 +0000

From:Sr GC <sr@bluerose1.com>

To:Kenneth J. Krayeske <attorney@kenkrayeske.com>

Please see the attached letter

-Gus

EXHIBIT 20

Subject: FW: Dog with a Bone

Date: Friday, March 10, 2023 at 4:01:02 PM Eastern Standard Time

From: Kenneth Krayske

To: Jonathan J. Klein, Esq.

Attorney Klein –

Good afternoon. Your client has again communicated directly with me, this time insinuating my clients and I are stupid, greedy dogs. Mr. Curcio appears to perceive us as ungrateful mutts who wrongly reject the crumbs he throws us from his table.

This communication from Mr. Curcio is not part of settlement negotiations, and I reserve the right to append it to my complaint to the Liquor Control Commission as additional evidence of the judgment debtor's purposeful disobedience of a valid Court order.

Thank you in advance for your time and cooperation.

Regards,

Kenneth J. Krayske

KENNETH KRAYESKE

BBB Attorneys, LLC
3651 Main Street, Suite 200
Stratford, CT 06614
direct: (475) 284-2138
office:(203) 562-0900
fax: (203) 562-0902
kkrayeske@bbbattorneys.com

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----- Forwarded Message -----

Subject:Dog with a Bone

Date:Fri, 10 Mar 2023 20:22:54 +0000

From:Sr GC <sr@bluerose1.com>

To:Kenneth J. Krayske <attorney@kenkrayske.com>

Aesop's Story was a story my Grandmother would tell me:

A Dog, had received a bone, was hurrying home with his bone as fast as he could go. As he crossed a narrow footbridge, he happened to look down and saw himself reflected in the quiet water as if in a mirror. But the greedy Dog thought he saw a real Dog carrying a bone much bigger than his own. If he had stopped to think he would have known better. But instead of thinking, he dropped his bone and sprang at the Dog in the river, only to find himself swimming for dear life to reach the shore. At last he managed to scramble out, and as he stood sadly thinking about the good bone he had lost, he realized what a stupid Dog he had been.